

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Tog Shop, Inc.		06/01/2005	CORPORATION: DELAWARE
Johnny Appleseed's Inc.		06/01/2005	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Johnny Appleseed's Inc.
<b>Street Address:</b>	30 Tozer Road
<b>City:</b>	Beverly
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1910140	THE TOG SHOP
Registration Number:	2777318	THE TOG SHOP
Registration Number:	1773058	HAYMAKER
Registration Number:	2203937	LESTER SQUARE

**CORRESPONDENCE DATA**

Fax Number: (617)248-4000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172485000  
 Email: tadmin@choate.com  
 Correspondent Name: Jennifer Lynch, Trademark Administrator  
 Address Line 1: Two International Place  
 Address Line 2: Choate, Hall & Stewart LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$115.00 1910140

NAME OF SUBMITTER:	Deborah B. Uluer
Signature:	/Deborah B. Uluer/
Date:	08/04/2005
Total Attachments: 3 source=johnny#page1.tif source=johnny#page2.tif source=johnny#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**"), is made and entered into this 1<sup>st</sup> day of June, 2005 (the "**Effective Date**") by and among The Fog Shop, Inc., a Delaware corporation ("**Assignor**"), and Johnny Appleseed's Inc. a Massachusetts corporation ("**Assignee**").

A. Assignor is the owner of the entire right, title and interest in and to the trademarks on Schedule 1 (the "**Marks**") and the good will related thereto.

B. Pursuant to the parties' Asset Purchase Agreement dated as of June 1, 2005 (the "**Purchase Agreement**"), Assignee wishes to acquire, and Assignor has agreed to assign, Assignor's entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used. Capitalized terms used as defined terms herein and not otherwise defined shall have the same meaning ascribed to such terms in the Purchase Agreement.

C. Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

Assignor, hereby sells, transfers, conveys and assigns to Assignee all of Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks have been used, and all registrations and applications therefor, in the United States and throughout the world, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, any common law rights relating to the Marks, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented good will, all for Assignee's own use and enjoyment, and for the use and enjoyment of 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.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks are free and clear of any Encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (b) in the prosecution or defense of any cancellation or opposition proceedings that may arise in



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connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Agreement; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to the principles thereof relating to conflict of laws, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

THE TOG SHOP, INC.

By: James D. R. Smith  
Name  
CEO  
Title

JOHNNY APPLESEED'S INC.

By: Charles Appleseed  
Name  
Chairman / CEO  
Title

SCHEDULE 1 TO  
TRADEMARK ASSIGNMENT

DESCRIPTION OF MARKS

<u>Mark Name</u>	<u>Registration Number(s)</u>	<u>Date of Registration</u>
THE TOG SHOP	US 1910140	August 8, 1995
	US 2777318	October 28, 2003
HAYMAKER	US 1773058	May 25, 1993
LESTER SQUARE	US 2203937	November 17, 1998

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