

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
<b>EFFECTIVE DATE:</b>	12/20/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Formal Enterprises, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Mr. Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Belmont Street, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Boston Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Brock-Top, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Formal Wear Management, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Hub Formal Wear Company, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Lawrence Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Marlborough Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Phyl-Top, Inc.		12/20/2005	CORPORATION: RHODE ISLAND
Searstown Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Tauntux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Top Goff, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Top Hat, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Topmark, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Topper of New Hampshire, Inc.		12/20/2005	CORPORATION: NEW HAMPSHIRE
Tux Management, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Mr. Tux of Nashua, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Framingham Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Auburn Mr. Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Crystal Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Fox Run Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Hampshire Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Hanover Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Providence Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Swansea Tux, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Brass Mill Tux, LLC		12/20/2005	LIMITED LIABILITY COMPANY: CONNECTICUT

OP \$65.00 78403076

Vermont Formalwear, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Topet, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS
Topchas, Inc.		12/20/2005	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	After Hours Formalwear, Inc.
<b>Street Address:</b>	1835 Shackleford Court
<b>City:</b>	Norcross
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30093
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	78403076	SHOPEDUCATION
<b>Registration Number:</b>	1856463	FOOTPRINTS

**CORRESPONDENCE DATA**

**Fax Number:** (314)342-3066  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 314/342-4454

**Email:** ip\_group@may-co.com

**Correspondent Name:** Carla A. Young Martin

**Address Line 1:** 611 Olive Street

**Address Line 2:** Suite 1750

**Address Line 4:** St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	Carla A. Young Martin
<b>Signature:</b>	/Carla A. Young Martin/
<b>Date:</b>	02/27/2006

**Total Attachments: 8**  
source=After Hours Formalwear Mr. Tux Assignment#page1.tif  
source=After Hours Formalwear Mr. Tux Assignment#page2.tif  
source=After Hours Formalwear Mr. Tux Assignment#page3.tif  
source=After Hours Formalwear Mr. Tux Assignment#page4.tif  
source=After Hours Formalwear Mr. Tux Assignment#page5.tif  
source=After Hours Formalwear Mr. Tux Assignment#page6.tif  
source=After Hours Formalwear Mr. Tux Assignment#page7.tif  
source=After Hours Formalwear Mr. Tux Assignment#page8.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of this 20<sup>th</sup> day of December, 2005, by Formal Enterprises, Inc., a Massachusetts corporation, Mr. Tux, Inc., a Massachusetts corporation, Belmont Street, Inc., a Massachusetts corporation, Boston Tux, Inc., a Massachusetts corporation, Brock-Top, Inc., a Massachusetts corporation, Formal Wear Management, Inc., a Massachusetts corporation, Hub Formal Wear Company, Inc., a Massachusetts corporation, Lawrence Tux, Inc., a Massachusetts corporation, Marlborough Tux, Inc., a Massachusetts corporation, Phyl-Top, Inc., a Rhode Island corporation, Searstown Tux, Inc., a Massachusetts corporation, Tauntux, Inc., a Massachusetts corporation, Top Goff, Inc., a Massachusetts corporation, Top Hat, Inc., a Massachusetts corporation, Topmark, Inc., a Massachusetts corporation, Topper of New Hampshire, Inc., a New Hampshire corporation, Tux Management, Inc., a Massachusetts corporation, Mr. Tux of Nashua, Inc., a Massachusetts corporation, Framingham Tux, Inc., a Massachusetts corporation, Auburn Mr. Tux, Inc., a Massachusetts corporation, Crystal Tux, Inc., a Massachusetts corporation, Fox Run Tux, Inc., a Massachusetts corporation, Hampshire Tux, Inc., a Massachusetts corporation, Hanover Tux, Inc., a Massachusetts corporation, Providence Tux, Inc., a Massachusetts corporation, Swansea Tux, Inc., a Massachusetts corporation, Brass Mill Tux, LLC, a Connecticut limited liability company, Vermont Formalwear, Inc., a Massachusetts corporation, Topet, Inc., a Massachusetts corporation, and Topchas, Inc., a Massachusetts corporation, collectively having a principal office at 141 Campanelli Drive, Braintree, MA 02184 (each an "Assignor" and collectively "Assignors"), in favor of After Hours Formalwear, Inc., a Georgia corporation ("Transferee").

### WITNESSETH:

WHEREAS, Assignors and Transferee have entered into an Agreement of Purchase and Sale of Assets and Assignment of Leases of even date and execution herewith, relating to the purchase by Transferee of certain assets of Assignors (the "Sale Agreement");

WHEREAS, all initial capitalized terms not defined in this Assignment shall have the same meaning ascribed to them in the Sale Agreement;

WHEREAS, pursuant to the Sale Agreement, Assignors agreed with Transferee to sell, assign and transfer all of Assignors' right, title and interest in and to the Intellectual Property and Transferee agreed to accept the sale, assignment and transfer of the Intellectual Property; and

WHEREAS, Assignors desires to sell, assign and transfer all of Assignors' right, title and interest in and to the Intellectual Property upon the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, each Assignor, intending to be legally bound, does hereby agree with Transferee as follows:

1. Effective as of the date hereof, each Assignor does hereby sell, assign, transfer and set over unto Transferee all of Assignor's right, title and interest in and to the Intellectual Property, including without limitation the trademarks, trade names, and service marks listed on the attached Exhibit A, together with (a) all underlying registrations therefor, and all applications

for registration therefor pending in the United States Patent and Trademark Office, and (b) all rights and remedies for any infringement of the Intellectual Property.

2. The representations, warranties, covenants, terms and conditions contained in the Sale Agreement and affecting the Intellectual Property shall apply with equal effect under this Assignment.

3. Assignors warrant and represent to Transferee that they have delivered copies of all documentation applying for, creating, evidencing and relating to, the Intellectual Property.

4. Each Assignor hereby represents and warrants to Transferee that it has taken all corporate action necessary in order to deliver this Assignment and to consummate the transactions herein contemplated. Each Person executing this document on behalf of each Assignor and hereby represents and warrants that he has the authority to execute this Assignment and to bind Assignor.

5. If any provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of law rule or principle that might require the application of another jurisdiction. The exhibit attached hereto is incorporated herein by this reference.

7. This Assignment shall be binding upon Assignors and their successors and assigns and shall inure to the benefit of Transferee and its successors and assigns.

8. Assignors will be responsible for any and all taxes, fees and expenses assessed by any local, state or federal governmental agency or taxing authority including, without limitation, sales, use, privilege, net or gross receipt taxes which may be due on the Intellectual Property as a result of this Assignment.

9. Formal Enterprises, Inc. warrants to Transferee that it is the lawful owner of the domain name "squiretux.com", even though such domain name was inadvertently registered under the fictitious name "Squire Tux", which fictitious name Formal Enterprises, Inc. is the owner and registrant of.

10. Each Assignor warrants to Transferee, to the extent of its respective interest therein, that it is the lawful owner of the Intellectual Property, that the Intellectual Property is free from all encumbrances except as disclosed in the Sale Agreement, and that Assignor has good and marketable title to the Intellectual Property and has the right to sell, convey, assign, transfer and deliver the Intellectual Property as herein provided. Assignors warrant to Transferee that collectively they are the lawful owners of the Intellectual Property. Assignors will hereafter do, execute, acknowledge and deliver all such further assignments, transfers, releases, assurances or other documents which may be necessary or proper to assure, confirm or evidence the title and interest of Transferee to the Intellectual Property. Each Assignor covenants to and agrees with Transferee that it and its successors and assigns shall warrant and defend Assignor's title to the

Intellectual Property against the lawful claims and demands of all Persons claiming by, through or under Assignor, except as disclosed in the Sale Agreement.

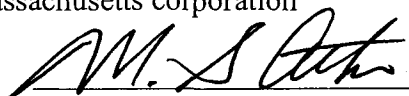
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

**[Signatures on Following Pages]**

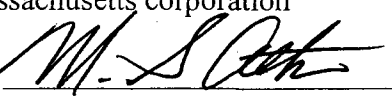
Assignors' Signature Pages  
to  
Assignment of Intellectual Property

ASSIGNORS:

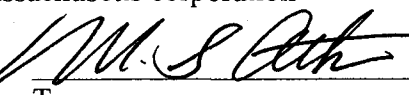
FORMAL ENTERPRISES, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

MR. TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

BELMONT STREET, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

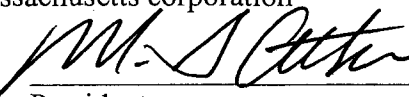
BOSTON TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

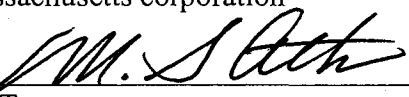
BROCK-TOP, INC.,  
a Massachusetts corporation

By:   
Its: President

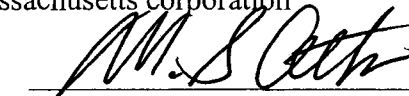
FORMAL WEAR MANAGEMENT, INC.,  
a Massachusetts corporation

By:   
Its: President


HUB FORMAL WEAR COMPANY, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

LAWRENCE TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

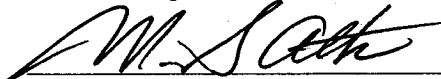
MARLBOROUGH TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

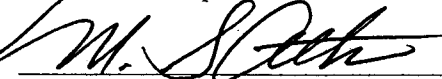
[Assignors' Signatures Continued on Next Page]

**Assignors' Continued Signature Pages  
to  
Assignment of Intellectual Property**

PHYL-TOP, INC.,  
a Rhode Island corporation

By:   
Its: Treasurer

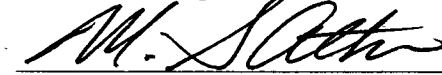
SEARSTOWN TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

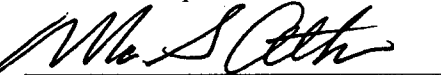
TAUNTUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer


TOP GOFF, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer


TOPHAT, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer


TOPMARK, INC.,  
a Massachusetts corporation

By:   
Its: President

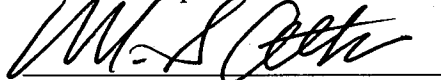
TOPPER OF NEW HAMPSHIRE, INC.,  
a New Hampshire corporation

By:   
Its: Treasurer

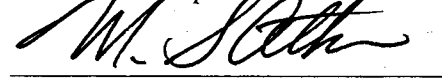
TUX MANAGEMENT, INC.,  
a Massachusetts corporation

By:   
Its: ~~Treasurer~~ president

MR. TUX OF NASHUA, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

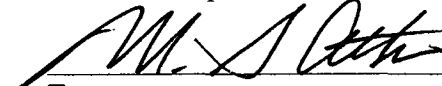
FRAMINGHAM TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

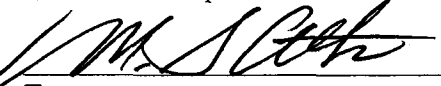
[Assignors' Signatures Continued on Next Page]

Assignors' Continued Signature Pages  
to  
Assignment of Intellectual Property

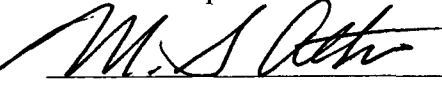
AUBURN MR. TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

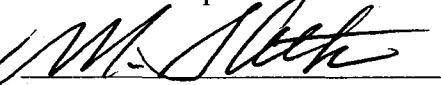
CRYSTAL TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

FOX RUN TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

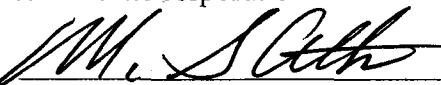
HAMPSHIRE TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

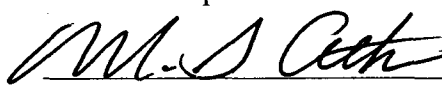
HANOVER TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

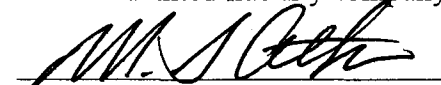
PROVIDENCE TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

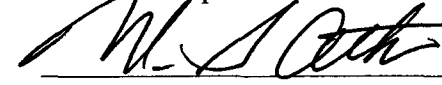
SWANSEA TUX, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

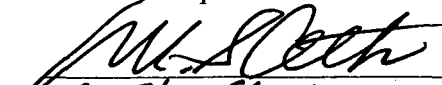
BRASS MILL TUX, LLC,  
a Connecticut limited liability company

By:   
Its: Treasurer *MANAC*

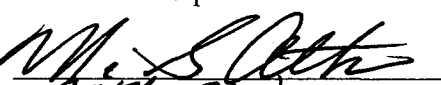
VERMONT FORMALWEAR, INC.,  
a Massachusetts corporation

By:   
Its: Treasurer

TOPET, INC.,  
a Massachusetts corporation

By:   
Its: *ARTH SLEN*

TOPCHAS, INC.  
a Massachusetts corporation

By:   
Its: *ARTH SLEN*

MARC ATKIN, Braintree, Massachusetts



ARNOLD ATKIN, Peabody, Massachusetts





**Transferee's Signature Page  
to  
Assignment of Intellectual Property**

**TRANSFEREE:**

AFTER HOURS FORMALWEAR, INC.,  
a Georgia corporation

By: Alan Charlson *AK*  
Name: Alan E. Charlson  
Its: Vice President

## Exhibit A to Assignment of Intellectual Property

1. Trademark and Service Mark MR. TUX: all rights, including common law rights and the following registrations:
  - a. Florida Reg. No. 917611 "Mr. Tux"
  - b. Massachusetts Reg. No. 34943 "Mr. Tux"
  - c. Maine Reg. No. 20060032 "Mr. Tux"
  - d. New Hampshire Reg. No. 199 "Mr. Tux Formal Wear Rental and Sales"
2. Trademark and Service Mark SQUIRE TUX: all rights, including common law rights and Connecticut Reg. No. 6996.
3. Trademark: FOOTPRINTS – U.S. Reg. No. 1,856,463.
4. Trademark: SHOPEducation - U.S. Serial No.78/403,076.
5. Domain Names:
  - a. mrtuxstore.com
  - b. tuxedomagazine.com
  - c. hubformalwear.com
  - d. shopeducation.com
  - e. squiretux.com
  - f. mrtux.com