

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Retailing, Inc.		03/23/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Astral Direct, LLC		
Street Address:	4900 Highlands Parkway		
City:	Smyrna		
State/Country:	GEORGIA		
Postal Code:	30082		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1920449	LINDA ANDERSON	
Registration Number:	1738273	THE MUSIC STAND	
Registration Number:	2706508	NEWBARGAINS	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mlaip@mckennalong.com		
Correspondent Name:	Frank S. Benjamin		
Address Line 1:	303 Peachtree Street, N.E.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	10172.001		
NAME OF SUBMITTER:	Frank S. Benjamin		
Signature:	/fsb/		

CH \$90.00 1920449

Date:

03/28/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Direct Retailing, Inc., a Delaware corporation ("Assignor") has adopted and is the owner of and has obtained registrations for and common law rights in, and filed trademark applications on, certain trademarks, service marks and/or trade names and Assignor has established good will therein, as identified and described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 23, 2006, by and between Assignor and Astral Direct, LLC, a Delaware limited liability company ("Assignee"), Assignor has agreed to assign to Assignee, all right, title and interest in and to the Marks, including the good will therein;

NOW, THEREFORE, for good and valuable consideration, the premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby unconditionally and irrevocably assign, transfer, convey and deliver unto Assignee all of Assignor's right, title and interest in and to the Marks, together with the common law rights, registrations, applications, the good will of the business symbolized by all of the foregoing, including but not limited to, the right to sue for past infringement by third parties, and the right to register and use the Marks without limitation. Assignee may sell, assign, license or otherwise transfer or register any or all rights granted to it hereunder. Assignor shall execute any documents or perform such other and further acts as may be requested by Assignee, in order to secure, perfect, confirm or enforce any of Assignee's rights in the Marks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of March 23, 2006.

Sworn to and subscribed before me this 23rd day of March, 2006.

Janya Worsham
Notary Public
My Commission Expires: 1/4/2010

ASSIGNOR: DIRECT RETAILING

By: [Signature]
Name: ROBB PETTIT
Title: PRESIDENT

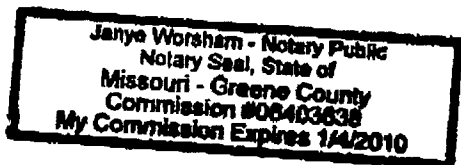


EXHIBIT A - TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LINDA ANDERSON	1920449	7/28/1994
THE MUSIC STAND	1738273	10/25/1990
NEWBARGAINS	2706508	1/4/2002

ATLANTA:4809406.1