

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
Alloy Merchandise, LLC		12/12/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	360 Youth, LLC		
Street Address:	151 W. 26th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2442022	DIG OR DIS	
CORRESPONDENCE DATA			
Fax Number:	(202)295-1130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rebecca.mcdougall@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenman LLP		
Address Line 1:	1025 Thomas Jefferson St., NW		
Address Line 2:	East Lobby, Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5201		
ATTORNEY DOCKET NUMBER:	320618.00014		
NAME OF SUBMITTER:	Rebecca E. McDougall		
Signature:	/Rebecca E. McDougall/		
Date:	04/19/2006		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "**Assignment**") is made effective as of this 12 day of December, 2005, by and between Alloy Merchandise, LLC, a Delaware limited liability company (hereinafter "**Assignor**"), and 360 Youth, LLC, a Delaware limited liability company (hereinafter "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, in connection with transactions contemplated to be entered into by the Parties, the Parties have decided to enter into a formal agreement assigning certain of Assignor's trademarks.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in (a) that United States Trademark registration identified and set forth on Schedule A attached hereto (the "**Mark**") and (b) the goodwill of the business associated with said Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Mark, together with the goodwill of the business with which the Mark is used, for the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, 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 Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States.

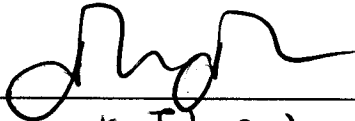
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed in two originals.

ALLOY MERCHANDISE, LLC

By: _____
Name:
Title:

360 YOUTH, LLC

By:  _____
Name: JAMES K JOHNSON
Title: TREASURER

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed in two originals.

ALLOY MERCHANDISE, LLC

By: _____

Name: _____

Title: _____

Robert Bernard
CEO

360 YOUTH, LLC

By: _____

Name: _____

Title: _____

Schedule A

U.S. Trademark

Mark	Registration No.	International Classes	Registration Date
DIG OR DIS	Reg. No. 2,442,022	IC 42 (G & S: PROVIDING AN ON-LINE INTERACTIVE WEB SITE WHICH FEATURES USER OPINIONS ON STYLE, FASHION, CLOTHING, ACCESSORIES, AND TRENDS.)	4/10/2001

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RECORDED: 04/19/2006

**TRADEMARK
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