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
Affinity Direct, LLC		109/21/2006 1	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	NSSI/Campus Direct, LLC	
Street Address:	40 East Division Street	
Internal Address:	Suite A	
City:	Dover	
State/Country:	DELAWARE	
Postal Code:	19901	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property 7	Гуре	Number	Word Mark
Serial Number:		78452491	CAMPUS LINENS A DIVISION OF EDUCATIONAL DIRECT

CORRESPONDENCE DATA

Fax Number: (612)604-6985

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6126046585

Email: sbaird@winthrop.com, trademark@winthrop.com

Correspondent Name: Stephen R. Baird Address Line 1: 225 South Sixth Street

Address Line 2: Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Stephen R. Baird	
Signature:	/Stephen R. Baird/	
Date:	09/21/2006 TRADEMARK	

900058505 **REEL: 003394 FRAME: 0659** Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of $\frac{21}{21}$, 2006 between Affinity Direct, LLC, a Maryland limited liability company ("Assignor") and NSSI/Campus Direct, LLC, a Delaware limited liability company having its principal office at 40 E. Division Street, Suite A, Dover, Delaware 19901 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the mark CAMPUS LINENS & Design (hereinafter referred to as the "Mark"), and the trademark application that is now pending in the United States Patent and Trademark Office (hereinafter referred to as the "Application"):

<u>Trademark</u>	Application No.	Date of Filing
CAMPUS LINENS A DIVISION OF EDUCATIONAL DIRECT	78/452,491	July 19, 2004
and Design		

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the Mark as part of the entire business or portion thereof to which the Mark pertains;

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the Application (not including the phrase A DIVISION OF EDUCATIONAL DIRECT) as part of the entire business or portion thereof to which the Application pertains, provided the Trademark Office accepts the amendment referenced in Paragraph 2 below;

WHEREAS, Assignee, the successor of the ongoing business and existing business of Assignor to which the Mark pertains, desires to acquire all of Assignor's right, title and interest in and to the Mark therefor; and

WHEREAS, Assignee, the successor of the ongoing business and existing business of Assignor to which the Application pertains (not including the phrase A DIVISION OF EDUCATIONAL DIRECT), desires to acquire all of Assignor's right, title and interest in and to the Application therefor (not including the phrase A DIVISION OF EDUCATIONAL DIRECT); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

Assignor hereby assigns unto Assignee any and all right, title, and interest in
and to the Mark and the Application (not including the phrase A DIVISION
OF EDUCATIONAL DIRECT) as part of the entire business or portion
thereof to which the Mark pertains, including all rights of priority, together
with any and all goodwill of the business symbolized by said Mark, and the
Application (not including the phrase A DIVISION OF EDUCATIONAL
DIRECT).

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RECORDED: 09/21/2006

- 2. Assignor has filed an amendment of the Application to delete from the applied-for mark the phrase A DIVISION OF EDUCATIONAL DIRECT, a phrase and mark not being assigned to Assignee, so in the event the United States Patent and Trademark Office does not accept the requested amendment, Assignee agrees to and must expressly abandon the Application.
- Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Mark and the Application (not including the phrase A DIVISION OF EDUCATIONAL DIRECT).
- Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Mark or Application (not including the phrase A DIVISION OF EDUCATIONAL DIRECT).

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

	ASSIGNOR:
	Affinity Direct, LLC A Maryland limited liability company, By: Its:
State of MARKAND)	•
State of MANKAND) County of FREDERZ (h)	
Subscribed and sworn to before me this 2(17day of, 2006. Notary Public	
	ASSIGNEE:
ERIC L CIAZZA NOTARY PUBLIC STATE OF MARYLAND My Commission Expires June 15, 2008	NSSI/Campus Direct, LLC A Delaware limited liability company, By:
State of MARICAND)	Its:
State of MARICAM)) ss County of FLEDERZA)	
Subscribed and sworn to before me this 2 (F1 day of, 2006.	Ones mantica
2875386v1	NOTARY CUBLIC STATE OF MARYLAND My Commission Expires June 15, 2009

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