

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		09/21/2006	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 Type	Number	Word Mark	
Serial Number:	78452491	CAMPUS LINENS A DIVISION OF EDUCATIONAL DIRECT	
CORRESPONDENCE DATA			
Fax Number:	(612)604-6985		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$40.00 78452491

Total Attachments: 2

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source=Assignment of CAMPUS LININS A DIVISION OF EDUCATIONAL DIRECT and Design to NSSICampus Direct,
LLC#page2.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of Sept 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>	<u>Application No.</u>	<u>Date of Filing</u>
CAMPUS LINENS A DIVISION OF EDUCATIONAL DIRECT and Design	78/452,491	July 19, 2004

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:

1. 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).

