

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
Astral Direct, LLC		09/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Astral Direct Holdings, LLC		
Street Address:	4900 HIGHLANDS PARKWAY		
City:	SMYRNA		
State/Country:	GEORGIA		
Postal Code:	30082		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1738273	THE MUSIC STAND	
Registration Number:	2706508	NEWBARGAINS	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-983-8000		
Email:	pto-kc@blackwellsanders.com		
Correspondent Name:	Kristine L. Kappel		
Address Line 1:	4801 MAIN ST SUITE 1000		
Address Line 4:	KANSAS CITY, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	58538-1		
NAME OF SUBMITTER:	Kristine L. Kappel		
Signature:	/kristine l. kappel/		

CH \$65.00 1738273

Date:

09/26/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Astral Direct, LLC, a Delaware limited liability company ("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 September _____, 2007, by and between Assignor and Astral Direct Holdings, 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 and present 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.

(Signatures appear on following page)

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of September __, 2007.

Sworn to and subscribed before me this 2nd day of Sept., 2007.

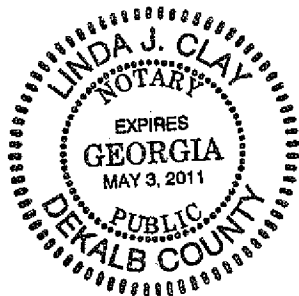
Linda J. Clay

Notary Public
My Commission Expires: 5/3/11

ASSIGNOR: ASTRAL DIRECT, LLC

By: *[Signature]*

Name: Robert Cohen
Title: CEO



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

Exhibit A

<u>Title/Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
LINDA ANDERSON	1920449	9/19/1995
THE MUSIC STAND AND DESIGN	1738273	12/8/1992
NEWBARGAINS	2706508	4/15/2003

ATLANTA:4960450.2