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
Delivery, L.L.C.		102/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
Zoots Corporation		02/21/2008	CORPORATION: DELAWARE
Widmer's, LLC		102/21/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Market Direct, LLC	
Street Address:	68 Southfield Avenue, Suite 215	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06902	
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2005666	CLEANER OPTIONS

CORRESPONDENCE DATA

900100082

Fax Number: (952)842-1742

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

Phone: 952-896-1513

Email: ipgroup@larkinhoffman.com

Correspondent Name: Cathryn J. Quinn

Address Line 1: 1500 Wells Fargo Plaza

Address Line 2: 7900 Xerxes Avenue South

Address Line 4: Minneapolis, MINNESOTA 55431

ATTORNEY DOCKET NUMBER: 31375-04

NAME OF SUBMITTER: Cathryn J. Quinn

REEL: 003727 FRAME: 0568

\$40.00 Z00566

Signature:	/Cathryn J. Quinn/
Date:	02/27/2008
Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif	

TRADEMARK REEL: 003727 FRAME: 0569

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter the "Assignment") is executed by **Delivery**, **L.L.C.** ("Delivery"), a Delaware limited liability company, **Zoots Corporation** ("Zoots"), a Delaware corporation, and **Widmer's**, **LLC** ("Widmer's"), a Delaware limited liability company (collectively hereinafter, "Assignors"), each having an address at 27 Needham Street, Newton, Massachusetts, 02461, in favor of **Market Direct**, **LLC**, a Connecticut limited liability company (hereinafter "Assignee").

WHEREAS, Delivery is the registrant of United States Trademark Registration Number 2,005,666 granted for the mark – CLEANER OPTIONS – (hereinafter the "Mark");

WHEREAS, Zoots and Widmer's along with Delivery are identified as assignors in a recordation made with the United States Patent and Trademark Office ("USPTO") at reel/frame 3058/0544 for a security interest granted in the Mark to Newstar CP Funding LLC ("Newstar");

WHEREAS, Newstar has duly executed an agreement releasing its security interest in and to the Mark and the associated goodwill; and

WHEREAS, pursuant to the terms of the Assignment and Assumption Agreement executed by Assignee and Assignors dated February 7, 2008 (the "Purchase Agreement"), Assignee has acquired all rights, title and interest in and to the Mark and the good will in connection with which the Mark is used from Delivery and/or from each of the other Assignors (to the extent such other Assignors may have held any rights in or to the Mark);

NOW, THEREFORE, pursuant to the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Assignors, hereby transfer, sell, assign and set over unto Assignee, all of their respective rights, title and interest (if any) in and to the Mark (including all rights in and to US Trademark Registration No. 2,005,666), together with all of the goodwill of the business in connection with which the Mark is used, along with all rights to income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) associated therewith, including all rights to sue, counterclaim, and recover for infringement thereof and to obtain all other possible remedies for Assignee's own use and enjoyment as fully and completely as the same would have been held by Assignor had this Assignment not been made. The said entire right, title and interest shall vest irrevocably in Assignee, and this Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns, and shall be binding upon Assignors and Assignors' successors and assigns.

Assignors covenant and agree, upon request by Assignee, without additional compensation, but at no expense to Assignors, to execute all papers, assignments or other documents as requested by Assignee, and Assignors will provide testimony by affidavit or otherwise on behalf of Assignee, in any proceeding before the USPTO, foreign or international trademark offices, state or federal courts, or other decision-making body, and that, in general, Assignors will cooperate fully with Assignee, as deemed necessary or desirably by Assignee, in Assignee's sole discretion, to vest the enjoyment of, and to secure, perfect maintain and/or enforce said entire, right, title and interest in and to the Mark to Assignee.

[The remainder of this page intentionally left blank] [signatures on next page]

TRADEMARK
REEL: 003727 FRAME: 0570

RECORDED: 02/27/2008

Assignors,
Delivery L.L.C.
Ву:
Name: Todd Krasnow
Title: Manager
Date: 2/21/08
Zoots Corporation By:
Ву:
Name: Todd Krasnow
Title: Chairman of the Board
Date: 2/21/08
Widmer's, LLC
Ву:
Name: T-dd Krashow
Title: Manager
Date: 2/21/08