

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
WELLS FARGO RETAIL FINANCE II, LLC	FORMERLY WELLS FARGO RETAIL FINANCE, LLC f/k/a Paragon Capital LLC	04/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AGGRESSIVE APPAREL INC.		
Street Address:	1412 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74594979	GOLF AMERICA	
Serial Number:	74594980	GOLF AMERICA STORES	
Serial Number:	74631712	GOLFWEAR FOR AMERICA'S GAME	
Serial Number:	75351956	G A GOLF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(212)684-0314		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2128897400		
Email:	HMLLAW@ATT.NET		
Correspondent Name:	Harlan M. Lazarus		
Address Line 1:	240 Madison Avenue		
Address Line 2:	8th Floor		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Harlan M. Lazarus, Esq.		

TRADEMARK

900105018

REEL: 003766 FRAME: 0085

OP \$115.00 74594979

Signature:

/hml/

Date:

04/24/2008

Total Attachments: 10

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SECURED PARTY'S BILL OF SALE

STATE OF MASSACHUSETTS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SUFFOLK §

R E F E R E N C E S :

Reference is made to (i) that certain Loan and Security Agreement, dated as of February 4, 1998, between Wells Fargo Retail Finance II, LLC, a Delaware limited liability company (formerly known as Wells Fargo Retail Finance, LLC, formerly known as Paragon Capital LLC) ("Lender") and Golf America Stores, Inc. ("Borrower") (as amended, supplemented, or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Assignment, dated August 26, 2003, from Borrower to Assignor in its capacity as secured party, recorded with the U.S. Patent and Trademark Office on September 17, 2003, at Trademark Reel 002723, Frame 0088 (the "Collateral Assignment").

R E C I T A L S :

A. Borrower executed and delivered to Lender the Loan Agreement, among other things, to secure all obligations and indebtedness described in the Loan Agreement (collectively, the "Secured Indebtedness").

B. Borrower granted to Lender under the Loan Agreement a security interest in and to certain personal property of Borrower consisting of general intangibles and intellectual property of Borrower described on Exhibit A attached hereto and made a part hereof (the "Property").

C. Default has occurred under the terms of the Secured Indebtedness and under the terms of the Loan Agreement.

D. To protect the value of the collateral, Borrower collaterally assigned to Lender as secured party the Property and related rights pursuant to the Collateral Assignment.

E. In accordance with the terms of the Loan Agreement, Lender proceeded to conduct a private sale of the Property after August 23, 2006.

F. Written notice of the time and place of such sale, as prescribed by law and by the terms of the Loan Agreement, was given by Lender at least ten (10) days preceding the day of sale by certified mail on each debtor who, according to the records of Lender, is obligated to pay the Secured Indebtedness.

G. At such sale Borrower's interest in and to the Property was conveyed by Lender to Aggressive Apparel, Inc. (the "Purchaser") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration.

NOW, THEREFORE, Lender, solely in its capacity as the foreclosing secured party under the Loan Agreement and the Collateral Assignment, by virtue of the powers granted to Lender under the Loan Agreement and the Collateral Assignment, and in consideration of the foregoing premises and of the value expressed above conveyed to Lender by Purchaser, the receipt and sufficiency of which are acknowledged hereby, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY the Property and related rights described in the Collateral Assignment, together with all of Borrower's rights, titles, equities and interests in and to the Property and such related rights, unto Purchaser;

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto and in anywise belonging to Borrower and its successors and assigns forever, and for and on behalf of Borrower, debtor under the Loan Agreement, and its successors and assigns; and Lender does hereby bind Borrower, its successors, and assigns, to warrant and forever defend, all and singular, the Property, insofar as authorized by the Loan Agreement and the Collateral Assignment, unto Purchaser, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS SECURED PARTY'S BILL OF SALE IS MADE, AND LENDER TRANSFERS AND CONVEYS THE PROPERTY HEREUNDER, "AS-IS" AND "WHERE-IS" AND LENDER EXPRESSLY SPECIFICALLY DISCLAIMS AND EXCLUDES FROM THIS BILL OF SALE AND SHALL NOT BE DEEMED TO HAVE MADE, AND BY ACCEPTANCE OF THIS BILL OF SALE PURCHASER SHALL BE DEEMED TO HAVE IRREVOCABLY WAIVED (a) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AS TO VALUE, DESIGN, OR QUALITY; (b) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; (c) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE (INCLUDING WITHOUT LIMITATION, INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT); (d) ANY IMPLIED REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PROPERTY; (e) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY; (f) ANY OBLIGATION OR LIABILITY OF LENDER ARISING IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR SUCH LIABILITY AS MAY ARISE BY REASON OF SUCH PERSON'S NEGLIGENCE) ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT, WITH RESPECT TO THE PROPERTY OR FOR ANY LIABILITY OF LENDER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER WITH RESPECT TO THE PROPERTY; AND (g) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Issue Date</u>
Golf America	74594979	2016814	11/19/1996
Golf America Stores	74594980	2189538	09/15/1998
Golfwear for America's Game	74631712	2005192	10/01/1996
G A Golf America	75351956	2463079	06/26/2001

Lender represents and warrants that:

- a. Lender is the present owner and holder of the Secured Indebtedness and the Loan Agreement;
- b. Lender has the authority to sell Borrower's right, title, and interest in and to the Property pursuant to the terms of the Loan Agreement; and
- c. Lender has caused title to the Property to be transferred to Purchaser free and clear of liens and security interests of Lender.

Further, except for recourse against Lender for a breach of the representations and warranties set forth in the immediately preceding paragraph, this Secured Party's Bill of Sale and conveyance are made WITHOUT RECOURSE to Lender or to Lender's agents, representatives, officers, employees, or attorneys.

Purchaser assumes and agrees to pay any and all taxes, including, without limitation, any sales or transfer taxes, payable as a result of the sale evidenced by this Secured Party's Bill of Sale.

IN WITNESS WHEREOF, this Secured Party's Bill of Sale is executed on March ____, 2008.

FORECLOSING SECURED PARTY:

Wells Fargo Retail Finance II, LLC,
formerly known as Wells Fargo Retail Finance, LLC,
formerly known as Paragon Capital LLC

By: _____
Name: _____
Title: _____

PURCHASER:

Aggressive Apparel, Inc.

By: _____
Name: _____
Title: _____

THE STATE OF MASSACHUSETTS

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COUNTY OF SUFFOLK

This instrument was acknowledged before me this ____ day of March, 2008, by Eileen Quinn, Senior Vice President of Wells Fargo Retail Finance II, LLC, a Delaware limited liability company, on behalf of said limited liability company

Notary Public, State of _____

My Commission Expires:

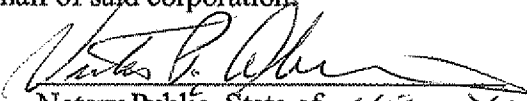
Printed Name of Notary

THE STATE OF New York §

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COUNTY OF New York

This instrument was acknowledged before me this 15TH day of APRIL, 2008, by HARRY ADIMI, the PRESIDENT of Aggressive Apparel, Inc., a NEW YORK corporation, on behalf of said corporation.


Notary Public, State of NEW YORK

My Commission Expires:

VICTOR P. ABRIANO
Printed Name of Notary

VICTOR P. ABRIANO
Notary Public - State of New York
No. 01AB6068122
Qualified in Richmond County
My Commission Expires December 24, 2009

SECURED PARTY'S BILL OF SALE

STATE OF MASSACHUSETTS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SUFFOLK §

R E F E R E N C E S :

Reference is made to (i) that certain Loan and Security Agreement, dated as of February 4, 1998, between Wells Fargo Retail Finance II, LLC, a Delaware limited liability company (formerly known as Wells Fargo Retail Finance, LLC, formerly known as Paragon Capital LLC) ("Lender") and Golf America Stores, Inc. ("Borrower") (as amended, supplemented, or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Assignment, dated August 26, 2003, from Borrower to Assignor in its capacity as secured party, recorded with the U.S. Patent and Trademark Office on September 17, 2003, at Trademark Reel 002723, Frame 0088 (the "Collateral Assignment").

R E C I T A L S :

A. Borrower executed and delivered to Lender the Loan Agreement, among other things, to secure all obligations and indebtedness described in the Loan Agreement (collectively, the "Secured Indebtedness").

B. Borrower granted to Lender under the Loan Agreement a security interest in and to certain personal property of Borrower consisting of general intangibles and intellectual property of Borrower described on Exhibit A attached hereto and made a part hereof (the "Property").

C. Default has occurred under the terms of the Secured Indebtedness and under the terms of the Loan Agreement.

D. To protect the value of the collateral, Borrower collaterally assigned to Lender as secured party the Property and related rights pursuant to the Collateral Assignment.

E. In accordance with the terms of the Loan Agreement, Lender proceeded to conduct a private sale of the Property after August 23, 2006.

F. Written notice of the time and place of such sale, as prescribed by law and by the terms of the Loan Agreement, was given by Lender at least ten (10) days preceding the day of sale by certified mail on each debtor who, according to the records of Lender, is obligated to pay the Secured Indebtedness.

G. At such sale Borrower's interest in and to the Property was conveyed by Lender to Aggressive Apparel, Inc. (the "Purchaser") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration.

NOW, THEREFORE, Lender, solely in its capacity as the foreclosing secured party under the Loan Agreement and the Collateral Assignment, by virtue of the powers granted to Lender under the Loan Agreement and the Collateral Assignment, and in consideration of the foregoing premises and of the value expressed above conveyed to Lender by Purchaser, the receipt and sufficiency of which are acknowledged hereby, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY the Property and related rights described in the Collateral Assignment, together with all of Borrower's rights, titles, equities and interests in and to the Property and such related rights, unto Purchaser;

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto and in anywise belonging to Borrower and its successors and assigns forever, and for and on behalf of Borrower, debtor under the Loan Agreement, and its successors and assigns; and Lender does hereby bind Borrower, its successors, and assigns, to warrant and forever defend, all and singular, the Property, insofar as authorized by the Loan Agreement and the Collateral Assignment, unto Purchaser, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS SECURED PARTY'S BILL OF SALE IS MADE, AND LENDER TRANSFERS AND CONVEYS THE PROPERTY HEREUNDER, "AS-IS" AND "WHERE-IS" AND LENDER EXPRESSLY SPECIFICALLY DISCLAIMS AND EXCLUDES FROM THIS BILL OF SALE AND SHALL NOT BE DEEMED TO HAVE MADE, AND BY ACCEPTANCE OF THIS BILL OF SALE PURCHASER SHALL BE DEEMED TO HAVE IRREVOCABLY WAIVED (a) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY AS TO VALUE, DESIGN, OR QUALITY; (b) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; (c) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FREEDOM FROM ANY RIGHTFUL CLAIM BY WAY OF INFRINGEMENT OR THE LIKE (INCLUDING WITHOUT LIMITATION, INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT); (d) ANY IMPLIED REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PROPERTY; (e) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY; (f) ANY OBLIGATION OR LIABILITY OF LENDER ARISING IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR SUCH LIABILITY AS MAY ARISE BY REASON OF SUCH PERSON'S NEGLIGENCE) ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT, WITH RESPECT TO THE PROPERTY OR FOR ANY LIABILITY OF LENDER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER WITH RESPECT TO THE PROPERTY; AND (g) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

Lender represents and warrants that:

- a. Lender is the present owner and holder of the Secured Indebtedness and the Loan Agreement;
- b. Lender has the authority to sell Borrower's right, title, and interest in and to the Property pursuant to the terms of the Loan Agreement; and
- c. Lender has caused title to the Property to be transferred to Purchaser free and clear of liens and security interests of Lender.

Further, except for recourse against Lender for a breach of the representations and warranties set forth in the immediately preceding paragraph, this Secured Party's Bill of Sale and conveyance are made WITHOUT RECOURSE to Lender or to Lender's agents, representatives, officers, employees, or attorneys.

Purchaser assumes and agrees to pay any and all taxes, including, without limitation, any sales or transfer taxes, payable as a result of the sale evidenced by this Secured Party's Bill of Sale.

IN WITNESS WHEREOF, this Secured Party's Bill of Sale is executed on April 14, 2008.

FORECLOSING SECURED PARTY:

Wells Fargo Retail Finance II, LLC,
formerly known as Wells Fargo Retail Finance, LLC,
formerly known as Paragon Capital LLC

By: 
Name: EILEEN QUINN
Title: SVP

PURCHASER:

Aggressive Apparel, Inc.

By: _____
Name: _____
Title: _____

THE STATE OF MASSACHUSETTS

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COUNTY OF SUFFOLK

This instrument was acknowledged before me this 14th day of April, 2008, by Eileen Quinn, Senior Vice President of Wells Fargo Retail Finance II, LLC, a Delaware limited liability company, on behalf of said limited liability company

Margaret Arsenault
Notary Public, State of Massachusetts

My Commission Expires:

July 27, 2012

Margaret Arsenault
Printed Name of Notary

THE STATE OF _____

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COUNTY OF _____

This instrument was acknowledged before me this ____ day of April, 2008, by _____, the _____ of Aggressive Apparel, Inc., a _____ corporation, on behalf of said corporation.

Notary Public, State of _____

My Commission Expires:

Printed Name of Notary

EXHIBIT A

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Issue Date</u>
Golf America	74594979	2016814	11/19/1996
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