

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
Monarch Designs, Inc.		08/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Walker Nell Consultants, Inc.
Street Address:	1515 Market Street
Internal Address:	Suite 1720
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3136886	FLEXSPACE
Registration Number:	3146522	REPEL-MAX
Registration Number:	3018661	EZ-CHANGE
Serial Number:	77447465	SUISSE INTERNATIONAL
Registration Number:	2723425	SPORTIF PERFORMANCE EQUIPMENT
Registration Number:	2662633	SPORTIF
Registration Number:	1095989	VERDI
Registration Number:	1346150	LUCAS
Registration Number:	1235291	MONARCH

CORRESPONDENCE DATA

Fax Number: (212)806-2560
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-806-5400

CH \$240.00 3136886

Email: afisher@stroock.com
Correspondent Name: Steven B. Pokotilow
Address Line 1: Stroock & Stroock & Lavan LLP
Address Line 2: 180 Maiden Lane
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	001191/0002
NAME OF SUBMITTER:	Steven B. Pokotilow
Signature:	/steven b. pokotilow/
Date:	03/16/2009

Total Attachments: 11

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AFTER RECORDING RETURN TO:

Wayne R. Walker, Esq.
Walker Nell Consultants, Inc.
1515 Market Street Suite 1720
Philadelphia, PA 19102

STATE OF DELAWARE
COUNTY OF NEW CASTLE

DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS AGREEMENT

THIS ASSIGNMENT ("Assignment"), made this 18th day of August 2008, between Monarch Designs, Inc., a Delaware corporation, with a principal place of business at 8388 East Hartford Drive, Suite 102, Scottsdale, AZ 85255, hereinafter "Assignor," and Walker Nell Consultants, Inc., a Pennsylvania corporation, whose principal place of business is 1515 Market Street, Suite 1720, Philadelphia, Pennsylvania 19102, hereinafter "Assignee."

WITNESSETH:

WHEREAS, the Assignor has been engaged in the business of manufacturing and supplying traveling gear products.

WHEREAS, the Assignor is to its best knowledge and belief indebted to creditors, as set forth in Schedule A attached hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose. To the knowledge of the Assignor, all creditors of the Assignor known to it along with their last known addresses and amounts owed are reflected on Schedule A, except as otherwise provided therein.

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, its successor and assigns all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all books, books of account, choses in action, notes, drafts, bills, judgments, real property, leasehold interests, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, wherever such assets may be located, hereinafter the "Estate," as which assets are to the best knowledge and belief of the Assignor, set forth on Schedule B attached hereto; provided, however, that upon the request of the Assignor, the Assignee shall make available to the Assignor any of the foregoing written materials available for copy including, but not limited to, all of the Assignor's books and records.

The Assignee shall take possession and administer the Estate in accordance with the applicable provisions of Delaware law and any other applicable law, and shall

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liquidate the assets of the Estate with reasonable dispatch and convert the Estate into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidations and collections.

After the sale of assets and subject to availability of funds after payment of Assignee's reasonable compensation and expenses, the Assignee shall or, if necessary, engage professionals to initiate, administer, and complete all legally required activities necessary to ensure the shutdown and dissolution of Assignor, including but not limited to: (a) settling, compromising, and filing any delinquent and final tax returns with both Federal and State tax authorities as required by applicable law, including but not limited to any filings required to be made to the Internal Revenue Service, the Arizona Department of Revenue, and the Delaware Franchise Tax Board; (b) causing the final dissolution of Assignor's corporate entity in the State of Delaware; and (c) notifying common and preferred shareholders of Assignor of this Assignment and of the final dissolution of Assignor as required by applicable law.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the Estate after payment of administrative expenses, cost, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities now due from the Assignor. If funds of the Estate shall not be sufficient to pay such debts and liabilities in full, then the Assignee shall pay from funds of the Estate such debts and liabilities, on pro rata basis, subject to any creditor priority provisions mandated by applicable law.

The Assignee shall receive reimbursement of reasonable expenses and reasonable compensation for its services. Such reasonable compensation shall consist of monthly payment of its standard hourly rates as follows:

Partner	\$325.00 - \$400.00
Associates	\$165.00 - 205.00
Administrative Assistant	\$100.00

To accomplish the purpose of this Assignment, the Assignor hereby appoints the Assignee as its true and lawful attorney with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist in carrying out his duties hereunder. It is acknowledged that consideration has been given for this power of attorney.

The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.



The Assignor hereby authorizes the Assignee to retain any professionals or consultants as necessary, in the Assignee sole discretion, to assist in implementing this Agreement.

It is understood and agreed that the Assignee is to assume no personal liability or responsibility for any of his acts as Assignee herein, but this obligation shall be limited to the performance of the terms and conditions of the Assignment, in good faith and in the exercise of his best judgment.

Should the Assignee, in its sole discretion, determine that the Assignor has misrepresented the nature and extent of its assets and liabilities, or has failed to cooperate with the Assignee in the liquidation of the estate, the Assignee may, after notifying the creditors of the Assignor, declare this Assignment null and void. Thereupon, the Assignee shall return, less its fees and expenses, all properties (or proceeds therefrom) to the Assignor.

The Assignee hereby accepts the trust created by the Assignment, represents that the Assignee is qualified to carry out this Assignment and is fully licensed as required by all applicable federal and state laws, and agrees with the Assignor that the Assignee will faithfully and without delay carry out his duties under the Assignment.

Any provision of this Assignment which is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof.

Assignor has executed and attached hereto the Affidavit required by any applicable laws of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first above written.

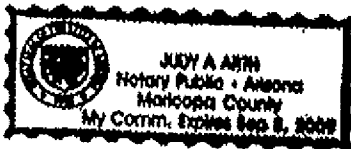
Signed, sealed and delivered
in the presence of:

Richard L. Rubin
Witness

Judy A. Ann
Notary Public

My commission expires: SEP 8, 2009

(NOTARIAL SEAL)



ASSIGNOR:

Monarch Designs, Inc

By: Richard L. Rubin
Name: RICHARD L. RUBIN
Title: PRESIDENT & CEO

JAR
RJR

ASSIGNEE:

Walker Nell Consultants, Inc.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

By [Signature]
Wayne R. Walker
President

[Signature]
Notary Public

My commission expires: *Sept 8, 2009*

(NOTARIAL SEAL)



[Handwritten initials]

VERIFICATION OF ASSIGNMENT TO WALKER NELL CONSULTANTS, INC.
BY MONARCH DESIGNS, INC., VERIFICATION OF SCHEDULES OF
MONARCH DESIGNS, INC. AND ACCEPTANCE OF ASSIGNMENT UNDER
OATH BY WALKER NELL CONSULTANTS, INC.

The undersigned, as President of Monarch Designs, Inc. hereby verifies the assignment (the "Assignment") of all of its rights, title and interest in and to all of its assets, as indicated on Exhibit A to the Assignment filed with the Court on August ____, 2008, and further verifies each of the facts set forth in the Schedules annexed to the Assignment as Exhibits A and B filed by Monarch Designs with this Court on or about August ____, 2008.

Signed, sealed and delivered
in the presence of:

Judy A. Arth
Notary Public

By: Richard L. Rubin
Monarch Designs, Inc
Name: RICHARD L. RUBIN
Title: PRESIDENT CEO

My commission expires: SEPT. 8, 2009



WR
RJR

ASSET PURCHASE AGREEMENT

By and Between

WALKER NELL CONSULTANTS, INC.
a Pennsylvania corporation,
as assignee for the benefit of creditors of

MONARCH DESIGNS, INC.
as Seller,

And

24-7 International LLC
a _____ limited liability company
as Buyer

Dated as of
October 31 2008

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") dated as of October 31, 2008, by and between 24-7 International LLC, a New Jersey limited liability company, ("Buyer"), and Walker Nell Consultants, Inc., a Pennsylvania corporation as assignee for the benefit of creditors of Monarch Designs, Inc. ("Seller").

RECITALS:

A. Monarch Designs, Inc., a Delaware corporation ("Monarch") entered into that certain Deed of Assignment dated August 18, 2008 effecting an assignment for the benefit of creditors to which Monarch assigned substantially all of its Assets to Seller, a copy of which annexed hereto as Exhibit C;

B. Seller desires to transfer its Assets to Buyer and Buyer desires to purchase a portion of the Seller's Assets for the consideration provided herein;

C. Seller is not transferring and Buyer is not assuming any Liabilities of Seller.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises, covenants and conditions of the parties herein set forth, and for other good and valuable consideration, the receipt and adequacy of which the parties do hereby acknowledge, the parties agree as follows:

1. ASSETS ACQUIRED

Seller agrees to sell, assign, grant, transfer, and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, on the terms and conditions set forth in this Agreement, all of the Seller's right, title and interest in the Assets listed on Schedule A ("Tangible Assets") and Trademarks. Seller grants to Buyer the right to make, use and sell products covered by the "Hexagon" patent, without charge, and the right of first refusal to purchase the "Hexagon" patent. Seller has no knowledge that it is unable to transfer all right, title and interest to the Assets in Exhibits A and B, and except as stated herein. Seller makes no representations or warranties about the Assets and the Assets are being sold "AS IS".

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TRADEMARK
REEL: 003953 FRAME: 0093

SELLER:

Max L. Miller, President

WALKER NELL CONSULTANTS, INC. a
Pennsylvania corporation

*as assignee
for Benefit of Creditors of
Monarch Design, Inc*

EXHIBIT B
TRADEMARKS

Number	Registration No.	Word Mark
78/494,889	3136886	FLEXSPACE
78/481,943	3146522	REPEL-MAX
78/386,463	3018661	EZ-CHANGE
77/447,465		SUSSE INTERNATIONAL
76/339,945	2723425	SPORTIF PERFORMANCE EQUIPMENT
76/337,425	2662633	SPORTIF
73/121,030	1095989	VERDI
73/364,678	1346150	LUCAS
73/331M226	1235291	MONARCH

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