

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
Hub Distributing, Inc.		08/14/2009	CORPORATION: DELAWARE
Hub Designs, Inc.		08/14/2009	CORPORATION: DELAWARE
Anchor Blue Retail Group, Inc.		08/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Anchor Blue, Inc.
Street Address:	2501 E. Gausti Road
City:	Ontario
State/Country:	CALIFORNIA
Postal Code:	91761
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3209443	A.BLUE
Registration Number:	2142905	ANCHOR BLUE
Registration Number:	2038917	ANCHOR BLUE
Registration Number:	1292992	ANCHOR BLUE
Registration Number:	3501735	ANCHORBLUE
Registration Number:	2126999	BEYOND BAGGY
Registration Number:	3086433	BIKINI EYE CANDY
Registration Number:	3086434	BIKINI SUMMER
Registration Number:	3452096	
Registration Number:	3270819	GET YOUR CLOTHES ON
Registration Number:	3522204	HEIDIWOOD
Registration Number:	3437344	LIVE, LOVE AND BE FREE

TRADEMARK

900140952

REEL: 004044 FRAME: 0577

CH \$490.00 3209443

Registration Number:	1096347	MILLER'S OUTPOST
Registration Number:	1589478	M MILLERS OUTPOST
Registration Number:	3599743	TAKEN
Registration Number:	3609902	UNCHAINED
Registration Number:	3126096	WIRED
Serial Number:	77789623	PICK OUR POCKETS
Registration Number:	1589034	ANCHOR BLUE

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-421 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	08/14/2009

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of August 14, 2009 (this "Assignment of Trademarks"), is entered into by and among Hub Designs, Inc., Hub Distributing, Inc., and Anchor Blue Retail Group, Inc. (collectively, "Assignors"), and Anchor Blue, Inc., a Florida corporation, as designee ("Assignee") of Ableco Finance LLC, a Delaware limited liability company (as Term Loan Agent on behalf of the Term Loan Lenders under the Loan Agreement and not in its individual capacity) ("Ableco").

WHEREAS, Assignors and Ableco are parties to that certain Asset Purchase Agreement, dated as of May 27, 2009 (as amended, the "Agreement"), pursuant to which Assignors have agreed to sell, transfer, assign, convey and deliver to Ableco, and Ableco has agreed to purchase and accept from Assignors, all of the right, title and interest in and to Assignors' United States and foreign country trademarks related to the operation of the Business, including the registrations and applications therefor listed on Schedule A hereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (collectively, the "Trademarks") among other Purchased Assets (as defined in the Agreement);

WHEREAS, on the date hereof, Ableco and Assignee entered into that certain Designation Agreement whereby Ableco designated Assignee as "Buyer" under the Agreement in accordance with the terms and conditions thereof;

WHEREAS, Assignors desire to sell, transfer, assign, convey and deliver to Assignee, and Assignee desires to purchase and accept, all of Assignors' right, title and interest in and to the Trademarks;

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Trademarks pertain, and that business is ongoing and existing; and

WHEREAS, capitalized terms used but not defined hereunder shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, at or before the execution and delivery thereof, the receipt and sufficiency of which by Assignors is hereby acknowledged, Assignors, as of the date hereof and by this Assignment of Trademarks executed and delivered pursuant to Section 4.2(b) of the Agreement, hereby do convey, grant, bargain, sell, transfer, set over, assign, alien, remise, release, deliver and confirm unto Assignee, and Assignee purchases and accepts from Assignors, all of Assignors' right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives. Notwithstanding the foregoing to the contrary, in no event shall any Excluded Asset be sold, transferred, assigned, conveyed or delivered to Assignee pursuant to this Assignment of Trademarks.

Assignors hereby agree to execute upon the request of Assignee, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee under this Assignment of Trademarks in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of any of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks on the date first written above.

ASSIGNORS:

HUB DESIGNS, INC.

By: Scott Rosner
Name: SCOTT ROSNER
Title: SVP, CFO

HUB DISTRIBUTING, INC.

By: Scott Rosner
Name: SCOTT ROSNER
Title: SVP, CFO

ANCHOR BLUE RETAIL GROUP, INC.

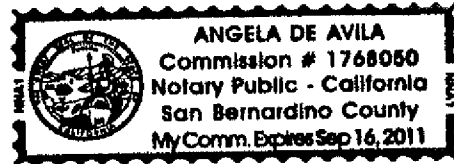
By: Scott Rosner
Name: SCOTT ROSNER
Title: SVP, CFO

State of CA)
)
County of San Bernardino ss.

On August __, 2009 before me, Angela De Avila, a notary public for the State of CA, personally appeared Scott Esner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Angela De Avila
Signature



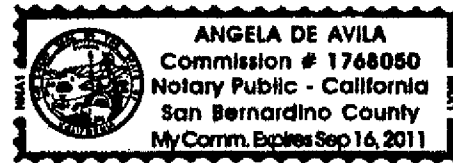
NOTARY PUBLIC SEAL

State of CA)
)
County of San Bernardino) ss.

On August __, 2009 before me, Angela De Avila, a notary public for the State of CA, personally appeared Scott Kerner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Angela De Avila
Signature



NOTARY PUBLIC SEAL

State of CA

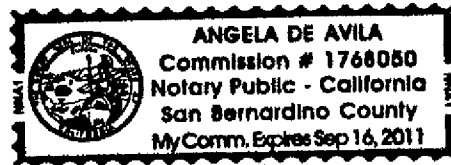
)
SS.

County of San Bernardino

On August , 2009 before me, Angela De Avila a notary public for the State of CA, personally appeared Scott [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

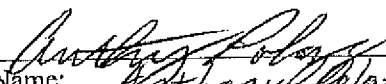
Angela De Avila
Signature



NOTARY PUBLIC SEAL

ASSIGNEE:


ANCHOR BLUE, INC., as designee of
Ableco Finance LLC (as Term Loan Agent on behalf
of the Term Loan Lenders under the Loan
Agreement and not in its individual capacity)

By: 
Name: Anthony Polizzi
Title: Vice President/Assistant Secretary

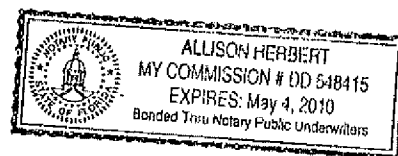
State of Florida)
) ss.
County of Palm Beach)

On August 10, 2009 before me, Allison Herbert, a notary public for the State of Florida, personally appeared Anthony Polizzi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





Signature



NOTARY PUBLIC SEAL

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
A.BLUE	U.S.	76/382018 3/14/2002	3209443 2/13/2007	Hub Distributing, Inc.
ANCHOR BLUE	U.S.	75/298813 5/27/1997	2142905 3/10/1998	Hub Distributing, Inc.
ANCHOR BLUE	U.S.	75/078622 3/26/1996	2038917 2/18/1997	Hub Distributing, Inc.
ANCHOR BLUE	U.S.	73/820411 8/21/1989	1589034 3/27/1990	Hub Distributing, Inc.
ANCHOR BLUE	U.S.	73/424740 5/6/1983	1292992 9/4/1984	Hub Distributing, Inc.
ANCHORBLUE	U.S.	77/402624 2/21/2008	3501735 9/16/2008	Hub Distributing, Inc.
BEYOND BAGGY	U.S.	75/194362 11/7/1996	2126999 1/6/1998	Hub Distributing, Inc.
BIKINI EYE CANDY	U.S.	78/429028 6/2/2004	3086433 4/25/2006	Hub Distributing, Inc.
BIKINI SUMMER	U.S.	78/429033 6/2/2004	3086434 4/25/2006	Hub Distributing, Inc.
DESIGN 	U.S.	77/144024 3/29/2007	3452096 6/24/2008	Hub Distributing, Inc.
GET YOUR CLOTHES ON	U.S.	76/666789 9/29/2006	3270819 7/31/2007	Hub Distributing, Inc.
HEIDIWOOD	U.S.	77/329638 11/14/2007	3522204 10/21/2008	Hub Distributing, Inc.
LIVE, LOVE AND BE FREE	U.S.	77/187424 5/22/2007	3437344 5/27/2008	Hub Distributing, Inc.
MILLER'S OUTPOST	U.S.	73/143127 9/30/1977	1096347 7/11/1978	Hub Distributing, Inc.
millers outpost design 	U.S.	73/793351 4/14/1989	1589478 3/27/1990	Hub Distributing, Inc.
TAKEN	U.S.	77/366730 1/8/2008	3599743 3/31/2009	Hub Distributing, Inc.
UNCHAINED	U.S.	77/381783 1/28/2008	3609902 4/21/2009	Hub Distributing, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
WIRED	U.S.	78/609120 4/14/2005	3126096 8/8/2006	Hub Distributing, Inc.
PICK OUR POCKETS	U.S.	77/789623 7/25/2009		Hub Distributing, Inc.
ANCHOR BLUE	State of Wisconsin		7/5/2000	Hub Distributing, Inc.
ANCHOR BLUE	Canada	0833741 1/15/1997	TMA5315 28 8/21/2000	Hub Distributing, Inc.
ANCHOR BLUE	Mexico	251584 1/9/1996	541708 2/3/1997	Hub Distributing, Inc.
ANCHORBLUE	Peru		144,199 10/15/200 8	Hub Distributing, Inc.
ANCHORBLUE	Singapore		T0800516 B 1/15/2008	Hub Distributing, Inc.
ANCHOR BLUE	Taiwan	083050390 7/30/1994	693679 10/16/95	Hub Distributing, Inc.
ANCHORBLUE	Indonesia	D2008/ 017603 5/14/2008		Hub Distributing, Inc.
ANCHORBLUE	Malaysia	2008/ 01604 1/25/2008		Hub Distributing, Inc.