

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Wholesale Liquidators, Inc		12/17/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSC Wholesale Holdings, LLC		
<b>Street Address:</b>	111 Hempstead Turnpike		
<b>City:</b>	West Hempstead		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11552		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2908125	RIVER CLUB	
Registration Number:	2922036	BLACK & SAGE	
Registration Number:	2921196	ELECTRA	
Registration Number:	2605072	WILSON ROSS	
Registration Number:	1858967	NATIONAL WHOLESALE LIQUIDATORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)302-0295		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	s.natter@natter-natter.com		
<b>Correspondent Name:</b>	Seth Natter		
<b>Address Line 1:</b>	Natter & Natter		
<b>Address Line 2:</b>	501 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	09-5908		

OP \$140.00 2908125

**900151039**

**TRADEMARK  
 REEL: 004123 FRAME: 0057**

NAME OF SUBMITTER:	Seth Natter
Signature:	/Seth Natter/
Date:	12/31/2009
Total Attachments: 4 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made by NWL Holdings, Inc., a New York corporation, together with its affiliated debtors and debtors-in-possession under Chapter 11 Case No. 08-12847 (MFW), jointly administered, in the United States Bankruptcy Court for the District of Delaware as Sellers (hereinafter referred to collectively as "Assignor") in favor of NSC Wholesale Holdings, LLC, a Delaware limited liability company ("Assignee"), as of the 17<sup>th</sup> day of December, 2008 ("Effective Date").

WHEREAS, this Assignment is being delivered pursuant to that certain Asset Purchase Agreement, dated as of December 17, 2008, by and between the Assignor and the Assignee (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase certain of the assets of Assignor. Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Purchase Agreement.

WHEREAS, the Assignee is desirous of acquiring ownership in and to the trademarks, service marks, logos and/or trade names identified in Schedule A annexed hereto (hereinafter referred to as the "MARKS"), and any and all registrations thereof, any and all pending trademark applications therefor, and the good will of the business(es) appurtenant thereto;

WHEREAS, this is the assignment of trademark registrations and applications contemplated to be delivered by Assignor ("Sellers" in the Purchase Agreement) to Assignee ("Purchaser" in the Purchase Agreement) pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1 Assignor hereby assigns to Assignee, its legal representatives and assigns, the entire right, title and interest in and to the MARKS, and the registrations and applications therefor, including the right to use and file for registration of the MARKS in other countries,

together with the good will of the business(es) appurtenant to and symbolized by the MARKS and the registrations/applications therefor.

2 Assignor agrees to execute any instruments and, at Assignee's sole cost and expens, perform any acts that may be necessary to give this assignment full effect. This assignment shall be binding upon Assignor, its legal representatives, and assigns.

IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the Effective Date.

ASSIGNOR

By: ~~NWL HOLDINGS, INC.~~

Name: ~~MICHAEL GORD~~  
Title: ~~CEO~~

By: ~~NATIONAL WHOLESALE LIQUIDATORS OF YONKERS, INC.~~

Name: ~~MICHAEL GORD~~  
Title: ~~CEO~~

By: ~~NWL OF CO-OP CITY, INC.~~

Name: ~~MICHAEL GORD~~  
Title: ~~CEO~~

By: ~~NWL OF BAY PARKWAY, INC.~~

Name: ~~MICHAEL GORD~~  
Title: ~~CEO~~

By: NWL OF NORTHERN BOULEVARD, INC.

Name: Michael G. W.  
Title: CEO

By: NATIONAL WHOLESALE LIQUIDATORS, INC.

Name: Michael G. W.  
Title: CEO

ASSIGNEE:

By: NSC WHOLESALE HOLDINGS, LLC

Name: Scott W. W.  
Title: Owner

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NASSAU )

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 2008.

Rosemary Wagner  
Notary Public  
My Commission Expires: Oct. 25, 2009

ROSEMARY WAGNER  
NOTARY PUBLIC, State of New York  
No. 01WA601950B  
Qualified in Nassau County  
Commission Expires Oct. 25, 2009

**SCHEDULE A**

**Intellectual Property**

**Trademarks  
NWL Holdings, Inc.**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATIO N NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
River Club	76-566521	2908125	12/07/04	National Wholesale Liquidators, Inc.
Black & Sage	76-511674	2922036	02/01/05	National Wholesale Liquidators, Inc.
Electra	76-463901	2921196	01/25/05	National Wholesale Liquidators, Inc.
Wilson Ross	75-449899	2605072	08/06/02	National Wholesale Liquidators, Inc.
Dreamland	74-544997	1936676	11/21/95	National Wholesale Liquidators, Inc.
National Wholesale Liquidators	74-292672	1858967	10/18/94	National Wholesale Liquidators, Inc
Fresh Tree	74-299-817	1763899	4/13/93	National Wholesale Liquidators, Inc.