

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		12/15/2009	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Blue Socks Media LLC
Street Address:	1618 Camden Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28203
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2605114	RAGGS KIDS CLUB
Registration Number:	2669444	RAGGS KIDS CLUB
Registration Number:	2840826	PAWSUUUP
Registration Number:	3159262	B. MAX
Registration Number:	3016587	RAGGS
Registration Number:	2585191	TRILBY
Registration Number:	2849054	B. MAX
Registration Number:	2841374	TRILBY
Registration Number:	2854832	RAZZLES
Registration Number:	2841384	PIDO
Registration Number:	3566078	RAGGS RAZZLES PIDO TRILBY B. MAX
Serial Number:	78814599	RAGGS RAZZLES PIDO TRILBY B. MAX
Serial Number:	77715807	THUMPADOO

OP \$340.00 2605114

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	034958-000001 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	03/23/2010

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 15th day of December, 2010, by Wachovia Bank, National Association, with an address of 301 S. College St., MailCode NC0760, Charlotte, NC 28288 ("Assignor"), in favor of Blue Socks Media LLC, a North Carolina LLC with an address of 1618 Camden Road, Charlotte, NC 28203 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Security Agreement dated as of February 14, 2007 and associated Grant of Security Interest in Trademarks dated as of February 14, 2007 (recorded at the United States Patent and Trademark Office on February 16, 2007 at Reel 3482 and Frame 0937), Grant of Security Interest in Trademarks dated as of November 9, 2009 (recorded at the United States Patent and Trademark Office on November 9, 2009 at Reel 4092 and Frame 0956), and Grant of Security Interest in Copyrights dated as of February 14, 2007 (recorded at the United States Copyright Office on February 21, 2007 at Volume 3549 Doc. No. 147), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Assignment Without Recourse. This assignment is made by Assignor without recourse, representations or warranties to the Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina (without regard to the conflicts of law provisions thereof).

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

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IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: Nancy S. Jones
Name: Nancy S. Jones
Title: SVP

EXHIBIT A

INTELLECTUAL PROPERTY

Registered Trademarks

Mark	Registration No.	Registration Date
RAGGS KIDS CLUB	2605114	08/06/02
RAGGS KIDS CLUB	2669444	12/31/02
PAWSUUUP	2840826	05/11/04
B. MAX	3159262	10/17/06
RAGGS	3016587	11/22/05
TRILBY	2585191	06/25/02
B. MAX	2849054	06/01/04
TRILBY	2841374	05/11/04
RAZZLES	2854832	06/15/04
PIDO	2841384	05/11/04
RAGGS RAZZLES PIDO TRILBY B. MAX	3566078	01/20/09

Pending Trademark Applications

Mark	Application No.	Filing Date
RAGGS RAZZLES PIDO TRILBY B. MAX	78814599	02/14/06
THUMPADOO	77715807	04/16/09

Registered Copyrights

Title	Registration No.	Registration Date
B. Max mix	PA1101703	
Everyday	PA1046681	
Found me a cat	PA1046676	
Funiculi funiculi	PA1046679	
Holiday jam	PA1332557	
I saw three ships	PA1080392	
Jingle bells	PA1101705	
New Yankee Doodle	PA1046684	
Pawsuuup	PA1054893	
Pawsuup! tour DVD	PA1332857	
Raggs kids club house	PA1046682	
Raggs rock	PA1107258	
<i>Raggs rock (en espanol)</i>	(PA1107258)	
Rainy day blues	PA1046674	
Razzles rap, f.k.a. Raffles rap	PA1046683	
Red white and Raggs	PA1332856	
Rock-n-roll baby	PA1046680	
The drummer with the dinner (Pido's theme)	PA1046677	
TNT (Trilby's theme)	PA1046678	
Tucker's turn	PA1046670	
Wag and wiggle	PA1046666	

Title	Registration No.	Registration Date
Yo yo hey	PA1054725	
B. Max	VA1094132	
Clubhouse drawing	VA1094125	
Clubhouse Halloween drawing	VA1094126	
Pido	VA1094131	
Raggs	VA1094128	
Raggs logo	VA1094127	
Razzles	VA1094129	
Trilby	VA1094130	
All American band		
American the beautiful		
Bow wow boogie	PAu2865181	
Deck the halls		
Diddy do way day	PAu2865179	
Freedom rocks		
Holiday jam-master		
In a song	PAu2865190	
Joy to the world		
Marines hymn		
My friend	Pau2865178	
Oh, where was my little dog gone?		
Peter Cottontail		
Pledge of Allegiance		
Positive doggone attitude	PA2865182 et al.	
Raggs kids club band vol. 1-master	SR389088 et al.	
Raggs to rock n' roll	PAu2865189	
Razzles's dazzle	PAu2865180	
Red white and Ragg-master		
Silent night		
Take me out to the ballgame		
The 50 states that rhyme		
The caisson song		
The star spangled banner		
The twelve days of Christmas		
Tribal wind		
Unleashed-master		
Up on the house top		
We wish you a Merry Christmas		
When the dogs go marching in		
Yankee Doodle dandy		
You're a grand old flag		
Rockin' Robin		