

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXT MARKETING, INC.		09/20/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	T-SHIRT INTERNATIONAL, INC.
Street Address:	7730 South 6th Street
City:	Oak Creek
State/Country:	WISCONSIN
Postal Code:	53154
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2506551	AMERICAN WILDLIFE
Registration Number:	2866909	LF2
Registration Number:	2866910	LIL' FAN
Registration Number:	2979158	RPM SPORTS
Registration Number:	3064392	CAMPUSTRADITIONSUSA.COM
Registration Number:	3107690	CAMPUS TRADITIONS USA
Registration Number:	3078223	NCC GOLD
Registration Number:	3143378	LADY CADRE
Registration Number:	3123486	CADRE ATHLETIC
Registration Number:	3083666	PARK YOUR FEET
Registration Number:	3110620	PIT FLOPS
Registration Number:	2912202	NEXT
Registration Number:	2940611	CAMPUS TRADITIONS
Registration Number:	1785044	AMERICAN BIKER

CH \$415.00 2506551

Registration Number:	2600802	AMERICAN BIKER
Registration Number:	2338819	NCC APPAREL

CORRESPONDENCE DATA

Fax Number: (414)298-8097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414-298-1000
Email: tadmin@reinhardt.com
Correspondent Name: Michele Dietz
Address Line 1: 1000 North Water Street
Address Line 2: Suite 1800
Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	T-SHIRT INTERNATIONAL
NAME OF SUBMITTER:	Michele Dietz
Signature:	/mld/
Date:	10/14/2010

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of the 20th day of September, 2010 (the "Effective Date"), by and between NEXT MARKETING, INC., a Delaware corporation ("Assignor"), and T-SHIRT INTERNATIONAL, Inc., a Delaware corporation ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain trademarks, trademark applications and common law trademarks set forth on Appendix A (the "Assigned Trademarks").

B. Pursuant to an Asset Purchase Agreement dated as of August 16, 2010, by and among Assignor, Assignee and NEXT, INC., a Delaware corporation ("Parent") (the "Purchase Agreement"), Assignee is concurrently herewith purchasing, among other things, certain assets of Assignor that are used in the business of manufacturing and importing collegiate licensed apparel that is sold to retailers nationwide.

C. In connection with the transactions contemplated by the Purchase Agreement, Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations and unregistered marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks.
3. Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.
4. Relationship to the Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall

survive the execution and delivery of this Assignment to the extent indicated in the Purchase Agreement.

5. General Provisions.

(a) Merger and Integration. This Assignment, along with the Purchase Agreement and the other agreements to be delivered pursuant to the terms of the Purchase Agreement, represent the entire understanding of the Parties with respect to the subject matter of this Assignment and supersede all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto.

(b) Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. The failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter, and a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

(h) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

APPENDIX A

Assigned Registered/Pending Trademarks

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>Registration/ Application No.</u>
NCC APPAREL	USA	2,338,819
AMERICAN WILDLIFE	USA	2,506,551
LF2	USA	2,866,909
LIL FAN	USA	2,866,910
RPM SPORTS	USA	2,979,158
CAMPUS TRADITIONS USA COM	USA	3,064,392
		3,107,690
NCC GOLD	USA	3,078,223
LADY CADRE	USA	3,143,378
CADRE ATHLETIC	USA	3,123,486
PARK YOUR FEET	USA	3,083,666
PIT FLOPS	USA	3,110,620
NEXT	USA	2,912,202
CAMPUS TRADITIONS	USA	2,940,611
AMERICAN BIKER	USA	1,785,044
		2,600,802

Assigned Common Law Trademarks