

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	foreclosure

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blue Socks Media LLC as Secured Party		04/08/2011	LIMITED LIABILITY COMPANY: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Blue Socks Media LLC
<b>Street Address:</b>	1618 Camden Road
<b>City:</b>	Charlote
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28203
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	78814599	RAGGS RAZZLES PIDO TRILBY B. MAX
Serial Number:	77715807	THUMPADOO
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

OP \$340.00 78814599

CORRESPONDENCE DATA

Fax Number: (704)333-5508

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

Email: halexander@jmdlaw.com

Correspondent Name: H. Heath Alexander

Address Line 1: 600 S. College Street

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Toni Steedman
Signature:	/toni steedman/
Date:	04/11/2011

**Total Attachments: 6**

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STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**BILL OF SALE**

This BILL OF SALE is made April 8, 2011, by BLUE SOCKS MEDIA, LLC as secured party ("Secured Party"), in favor of BLUE SOCKS MEDIA, LLC, a North Carolina limited liability company ("Buyer"). Secured Party is the successor in interest to Wachovia Bank, National Association ("Wachovia") with respect to that certain Security Agreement dated February 14, 2007 (the "Security Agreement") between Wachovia and Raggs, LLC ("Borrower"), relating to a loan from Wachovia to Borrower in the original principal amount of \$5,500,000.00, which loan is in default. This Bill of Sale is delivered following a public auction of the assets described below held on April 8, 2011 at which the Buyer was the high bidder, conducted pursuant to Secured Party's power of foreclosure and sale under the Security Agreement and the provisions of the Uniform Commercial Code, N.C.G.S. §25-9-610.

FOR AND IN CONSIDERATION of payment of \$ 6,384,671.23, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby sells, conveys, assigns and transfers to Buyer the following assets (the "Transferred Assets"):

All assets of Borrower, including without limitation all Accounts, Chattel Paper, Commercial Tort Claims, Contracts, Copyright Collateral, Deposit Accounts, Documents, Equipment Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Patent Collateral, Software, Supporting Obligations, Trademark Collateral, cash, cash equivalents and money, to the extent not covered above, all of the Borrower's other personal property, all Records evidencing or relating to any of the foregoing, all accessions, additions, attachments, improvements, modifications and upgrades to, replacements of and substitutions for any of the foregoing, and any and all proceeds, products, rents, royalties and profits of or from any or all of the foregoing, all payments under any insurance, indemnity, warranty or guaranty with respect to any of the foregoing, all payments in connection with any requisition, condemnation, seizure or forfeiture with respect to any of the foregoing, all claims and rights to recover for any past, present or future infringement or dilution of or injury to any Copyright Collateral, Patent Collateral or Trademark Collateral, and all other amounts from time to time paid or payable under or with respect to any of the foregoing collateral.

[Capitalized terms used above, to the extent not defined in the North Carolina Uniform Commercial Code, have the meanings given to such terms in the Security Agreement..]

TO HAVE AND TO HOLD said transferred Assets to Buyer and Buyer's successors and assigns.

The Transferred Assets described herein are transferred and conveyed AS IS, WHERE IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, and such Transferred Assets are subject to the terms of that certain Exclusive License Agreement effective as of January 1, 2010 between Borrower and Secured Party.

IN WITNESS WHEREOF, Secured Party executes this Bill of Sale under seal on the date first shown above.

BLUE SOCKS MEDIA LLC

By: *Antoinette K. Steedman* (SEAL)  
Manager

**RECORD OF DISPOSITION OF COLLATERAL AND APPLICATION OF  
PROCEEDS**

**Name of Debtor:** Raggs, LLC  
**Address of Debtor:** 1618 Camden Road  
Charlotte, NC 28203

**Name of Secured Party:** Blue Socks Media LLC  
**Address of Secured Party:** 1618 Camden Road  
Charlotte, NC 28203

**Description of Collateral Sold:**

All assets of Raggs, LLC ("Debtor"), including without limitation all Accounts, Chattel Paper, Commercial Tort Claims, Contracts, Copyright Collateral, Deposit Accounts, Documents, Equipment Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Patent Collateral, Software, Supporting Obligations, Trademark Collateral, cash, cash equivalents and money, to the extent not covered above, all of Debtor's other personal property, all Records evidencing or relating to any of the foregoing, all accessions, additions, attachments, improvements, modifications and upgrades to, replacements of and substitutions for any of the foregoing, and any and all proceeds, products, rents, royalties and profits of or from any or all of the foregoing, all payments under any insurance, indemnity, warranty or guaranty with respect to any of the foregoing, all payments in connection with any requisition, condemnation, seizure or forfeiture with respect to any of the foregoing, all claims and rights to recover for any past, present or future infringement or dilution of or injury to any Copyright Collateral, Patent Collateral or Trademark Collateral, and all other amounts from time to time paid or payable under or with respect to any of the foregoing collateral.

[Capitalized terms used above, to the extent not defined in the North Carolina Uniform Commercial Code, have the meanings given to such terms in the Security Agreement dated as of February 14, 2007 between the Debtor and Wachovia National Bank, National Association..]

The Collateral described above was sold on April 8, 2011 at 2:00 P.M., Eastern Daylight Time, at the law offices of James, McElroy & Diehl, P.A., 600 South College Street, Charlotte, NC 28202, at public sale, for \$6,384,671.23.

No costs were deducted from the proceeds of the sale.

The Secured Party was the high bidder at the sale and the entire purchase price was applied to the debt for satisfaction of the Security Agreement dated as of February 14, 2007 between the Debtor and the Secured Party's predecessor in interest, Wachovia

Bank, National Association. There were no remaining proceeds to be distributed to the Debtor.

Dated: April 8, 2011.

SECURED PARTY:

BLUE SOCKS MEDIA LLC

By: Antoinette K. Steadman (SEAL)  
Manager

## TRANSFER STATEMENT

This Transfer Statement is given pursuant to the provisions of the Uniform Commercial Code, N.C.G.S. §25-9-619, for the benefit of the successful bidder at a public auction conducted on April 8, 2011 by the undersigned (the "Secured Party"). The Secured Party hereby certifies as follows:

1. Raggs, LLC (the "Debtor"), has defaulted in connection with an obligation secured by the collateral specified below (the "Collateral");
2. The Secured Party has exercised its postdefault remedies with respect to the Collateral;
3. By reason of such exercise, a transferee has acquired the rights of the Debtor in the Collateral;
4. The following are the names and mailing address of each of the Secured Party, Debtor, and transferee:

Secured Party	Debtor	Transferee
Blue Socks Media LLC 1618 Camden Road Charlotte, NC 28203	Raggs, LLC 1618 Camden Raod Charlotte, NC 29203	Blue Socks Media LLC 1618 Camden Road Charlotte, NC 29203

5. The Collateral described herein consists of the following:

All assets of Raggs, LLC ("Debtor"), including without limitation all Accounts, Chattel Paper, Commercial Tort Claims, Contracts, Copyright Collateral, Deposit Accounts, Documents, Equipment Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Patent Collateral, Software, Supporting Obligations, Trademark Collateral, cash, cash equivalents and money, to the extent not covered above, all of Debtor's other personal property, all Records evidencing or relating to any of the foregoing, all accessions, additions, attachments, improvements, modifications and upgrades to, replacements of and substitutions for any of the foregoing, and any and all proceeds, products, rents, royalties and profits of or from any or all of the foregoing, all payments under any insurance, indemnity, warranty or guaranty with respect to any of the foregoing, all payments in connection with any requisition, condemnation, seizure or forfeiture with respect to any of the foregoing, all claims and rights to recover for any past, present or future infringement or dilution of or injury to any Copyright Collateral, Patent Collateral or Trademark Collateral, and all other amounts from time to time paid or payable under or with respect to any of the foregoing collateral.

[Capitalized terms used above, to the extent not defined in the North Carolina Uniform Commercial Code, have the meanings given to such terms in the Security Agreement dated as of February 14, 2007 between the Debtor and Wachovia National Bank, National Association..]

This Transfer Statement is made under seal on April 8, 2011.

SECURED PARTY:

BLUE SOCKS MEDIA LLC

By: *Annelle C. Stedman* (SEAL)  
Manager