

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Zubaz, LLC | | 04/18/2011 | LIMITED LIABILITY COMPANY: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | The Comet Clothing Co., LLC | | |
| Street Address: | 126 North Third Street | | |
| Internal Address: | Suite 350 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55401 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MINNESOTA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1591046 | ZUBAZ | |
| Registration Number: | 1699188 | ZUBAZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (954)761-8112 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (954) 761-7473 | | |
| Email: | dshowalter@gray-robinson.com | | |
| Correspondent Name: | Donald S. Showalter | | |
| Address Line 1: | 401 East Las Olas Boulevard | | |
| Address Line 2: | Suite 1850 | | |
| Address Line 4: | Fort Lauderdale, FLORIDA 33301 | | |
| ATTORNEY DOCKET NUMBER: | 818890.8 | | |
| NAME OF SUBMITTER: | Donald S. Showalter | | |

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 REEL: 004525 FRAME: 0616

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|--|-----------------------|
| Signature: | /Donald S. Showalter/ |
| Date: | 04/20/2011 |
| Total Attachments: 2 source=Zubaz Assignment#page1.tif source=Zubaz Assignment#page2.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of April 18th 2011 ("Effective Date") by and between Zubaz, LLC a Connecticut limited liability company having a place of business at 37 MacArthur Drive, Old Greenwich, Connecticut 06870 ("Assignor"), and The Comet Clothing Co., LLC, a Minnesota limited liability company having a place of business at 126 North Third Street, Suite 350, Minneapolis, Minnesota 55401 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement effective as of the Effective Date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in, to and under: the mark "ZUBAZ", the mark "ZUBUS" and any every other trademark, service mark, logo, slogan, tag line and/or trade name, which consists of, or includes, the letter string ZUBAZ, and/or the letter string ZUBUS, irrespective of letter case, color, form and/or format (the marks "ZUBUS", "ZUBAZ" and the others of the foregoing collectively, the "Trademarks"); all goodwill of the business associated with each of the Trademarks (collectively, the "Goodwill"); any and all common law rights associated with any or all of the Trademarks to the full substantive and geographic scope as to such rights may subsist as of the Effective Date in any and every jurisdiction or region of the world (collectively, the "Common Law Rights"; any and all United States, state, foreign, regional and/or international registrations for any of the Trademarks, including without limitation U.S. Trademark Reg. No. 1591046 for "ZUBAZ" and U.S. Trademark Reg. No. 1699188 for "ZUBAZ" (the foregoing collectively, the "Registrations"); and any and all United States, state, foreign, regional and/or international applications for registration of any or all of the Trademarks which may have been filed anywhere in the world at any time on or before the Effective Date for any of the Trademarks (the collectively, the "Applications").

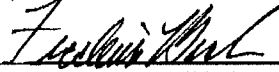
NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, and transfers to Assignee, its successors and assigns, all worldwide right, title and interest in, to and under: the Trademarks, the Goodwill, the Common Law Rights, the Registrations, and the Applications, together with and including, without limitation, any and all registrations which may issue at any time on any or all of the Applications, any and all renewals and/or extensions of the Registrations, any and all rights to receive any income, royalties, license fees, or other payments due or payable at any time on or after the Effective Date under or as a result of the grant or exercise of any license under any or all of the Trademarks which may have been granted prior to the Effective Date, and any and all claims for damages, reasonable attorney's fees, costs, and/or increased damages by reason of any past or ongoing infringement, dilution, or other unauthorized use of the Trademarks, the Goodwill the Common Law Rights, the Applications, the Registrations, any renewals and/or extensions of the Registrations and/or any registrations which may be granted at any time on any of the Applications; all with the right to sue for, collect, and retain same for the account of Assignee, its successors and assigns, without accounting to Assignor, is successors or assigns, all of the foregoing to be forever owned, held and enjoyed by Assignee, its successors and assigns, for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor,

ZUBAZ, LLC

By: 
Name: Frederic H. Brooks, Jr.
Title: Managing Member

Accepted on Behalf of Assignee,

THE COMET CLOTHING CO., LLC

By: _____
Name: Robert Truax
Title: Chief Manager