

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Chiliwear L.L.C.		07/07/2011
			LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Zonez L.L.C.		
Street Address:	170 Walnut St Apt 8F		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70118		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1642140	BITE ME
CORRESPONDENCE DATA			
Fax Number:	(504)582-8269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	504-582-8702		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Keith Landry		
Address Line 1:	201 St. Charles Avenue 50th Floor		
Address Line 4:	New Orleans, LOUISIANA 70170		
NAME OF SUBMITTER:	Keith Landry		
Signature:	/Keith Landry/		
Date:	07/18/2011		
Total Attachments: 4 source=Assignment of Mark_Executed Copy (N2329930)#page1.tif source=Assignment of Mark_Executed Copy (N2329930)#page2.tif source=Assignment of Mark_Executed Copy (N2329930)#page3.tif source=Assignment of Mark_Executed Copy (N2329930)#page4.tif			

CH \$40.00 1642140

ASSIGNMENT OF MARK

This **ASSIGNMENT OF MARK** (this "Agreement"), dated as of July 7, 2011 (the "Effective Date"), is entered into by and between Chiliwear L.L.C., a Louisiana limited liability company ("Company"), and Zonez L.L.C., a Louisiana limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Company has entered into that certain Assignment and Distribution Agreement, dated as of the Effective Date (the "Distribution Agreement"), with Assignee pursuant to which Company has agreed to transfer all of its assets to Assignee other than certain Retained Assets (as defined in the Distribution Agreement); and

WHEREAS, Pursuant to the Distribution Agreement, Company desires to assign to Assignee all of Company's right, title and interest in and to the Mark (as defined below), and Assignee desires to acquire such right, title and interest in and to the Mark on the terms and conditions of the Distribution Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Assignee hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Company hereby assigns and transfers to Assignee all of Company's right, title and interest in and to (a) the rights to and registration for the "BITE ME" trademark (the "Mark") in the U.S. Patent and Trademark Office listed in Exhibit "A", attached hereto and made a part hereof, and any renewals and extensions of the registration for the Mark, (b) all common law rights and goodwill associated with the Mark, (c) all income, royalties and payments now or hereafter due or payable with respect to the Mark, and (d) the right to any causes of action, in law or in equity, for past, present or future infringement of the Mark.

2. Further Actions. Assignee may record this Agreement in the U.S. Patent and Trademark Office and with any other governmental authorities, and each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment and assumption contemplated by this Agreement.

3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Company and Assignee and their respective successors and assigns.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of laws principles.

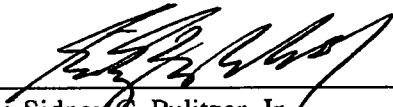
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

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

COMPANY:

CHILIWEAR L.L.C.


By:  _____

Name: Sidney C. Pulitzer, Jr.

Title: Manager, Member and President

ASSIGNEE:

ZONEZ L.L.C.

By:  _____

Name: Sidney C. Pulitzer, Jr.

Title: Manager, Member and President

EXHIBIT "A"

A. Trademark Registration.

Mark: BITE ME
Registration No.: 1642140
Registration Date: April 13, 1991
Class: 25
Goods and Services: T-shirts
Status: Active